

REQUEST FOR PROPOSALS
RFP Number: 2017-2200-001

Guam Environmental Protection Agency
Development And Implementation of a
Sustainable Materials Management Program

Solid Waste Management Program



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Guam Environmental Protection Agency
Building 17-3304 Mariner Avenue, Barrigada, Guam 96913
Tel.: 1-671-300-4751 Fax: 1-671-300-4531
www.epa.guam.gov

SUBMISSION DEADLINE: July 24, 2017

TABLE OF CONTENTS

REQUEST FOR PROPOSALS	3
I. Introduction	3
II. Background	3
III. Project Funding/Awards	3
IV. Pre-Proposal Conference	4
V. Proposals	4
VI. Packaging Of Proposal	7
SCOPE OF SERVICES	1
I. Purpose	1
II. Services	2
A. Statement of Qualifications	2
B. Solid Waste Management Program Development	3
C. Solid Waste Management Program Implementation	6
D. Sustainable Materials Management	9
E. Public Outreach & Education	9
F. Technical Progress Reports	10
G. Optional Services	10
III. Schedule of Deliverables	10
A. Solid Waste Management Program Development	10
B. Solid Waste Management Program Implementation	11
C. Public Outreach & Education	11
D. Technical Progress Reports	11
EVALUATION CRITERIA and SELECTION PROCESS	1
I. Evaluation Criteria	1
II. Selection Process	2
GENERAL TERMS AND CONDITIONS	1
1. Authority	1
2. Explanation Of Contractors	1
3. Local Procurement Preference	1
4. Proposals	1
5. General Intention	2
6. Mistakes In Proposals	2
7. Rejection Of Proposals Or Cancellation Of Solicitation	2
8. Taxes	2
9. Withholding Assessment Fee	2
10. Licensing	2
11. Covenant Against Contingent Fees	2
12. Justification Of Delay	3
13. Equal Employment Opportunity	3

14.	Assignment	3
15.	Compliance With Americans With Disabilities Act (Ada).....	3
16.	Payment	3
17.	Contract Type And Term	3
18.	Independent Contractor Status	4
19.	Scope Of Agreement	4
20.	Responsibility Of Awarded Contractor.....	4
21.	General Compliance With Laws	4
22.	Right To Inspection	5
23.	Retention And Access To Records Provision.....	5
24.	Cost Of Pricing Data And Certification	5
25.	Price Proposal.....	5
26.	Ownership Of Documents.....	5
27.	Changes.....	5
28.	Severable Provisions.....	6
29.	Governing Law	6
30.	Effective Date Of Agreement	6
31.	Government Liability	6
32.	Receipt And Opening Of Proposals	6
33.	Withdrawal Of Proposals	6
34.	Multiple, Alternate Or Late Proposals.....	6
35.	Confidential Or Proprietary Information	6
36.	Ethical Standards.....	7
37.	Independent Price Determination.....	7
38.	Prohibition Against Gratuities, Kickbacks And Favors	7
39.	Representation Regarding Gratuities And Kickbacks	8
40.	Representation Regarding Contingent Fees.....	8
41.	Applicability Of Guam Procurement Law	8
42.	Restriction On Employment Of Sex Offenders	8

APPENDICES

APPENDIX I - APPENDIX OF FORMS	1
Form A Submission Form for Proposals (Attach this form to your proposal after your title page).....	1
Form B Proposal Signature Form	1
Form C Form for Submitting all Licenses	1
Form D Non-Collusion Affidavit.....	1
Form E Affidavit Disclosing Ownership and Commissions	1
Form F Affidavit re No Gratuities or Kickbacks.....	1
Form G Affidavit re Ethical Standards.....	1
Form H Declaration re Compliance with U.S. DOL Wage Determination.....	1
Form I Affidavit re Contingent Fees.....	1
US DOL Wage Determination.....	1
Certification Of Cost Pricing Data For Contract For Services.....	1

APPENDIX II - IDENTIFICATION OF AUTHOR OF SPECIFICATIONS	1
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REQUEST FOR PROPOSALS

I. INTRODUCTION

The Guam Environmental Protection Agency (Guam EPA) is requesting professional services for strategic planning, development, and implementation of an efficient and effective Sustainable Materials Management Program for Guam EPA to meet the current and projected needs of the community.

The Agency is also seeking technical support related to permitting, compliance, and enforcement of Solid Waste Management (SWM) and other resource recovery and recycling facilities.

In addition, Guam EPA is seeking professional services and technical support to review and further develop current programmatic activities, to include, but not limited to the planning, development and implementation of *Guam's Zero Waste Plan*, *Guam's Recycling Revolving Fund Act*, *Guam's Beverage Container Recycling Act*, and *Guam's Recycling Data Management Study*. Moreover, the services will include pursuing potential sustainable materials management projects that may be implemented on Guam, including organics and green business programs.

This Request for Proposals (RFP) provides the general background, specifications and requirements for prospective applicants to complete a proposal for services, as well as how the proposals will be evaluated.

The deadline for submittals in response to this RFP is no later than 4:30 p.m., CHST on Monday, July 24, 2017.

II. BACKGROUND

The solid waste disposal requirements for the anticipated population growth and activities related to the Department of Defense expansion on Guam is expected to significantly impact current projections for solid waste. Therefore, it is essential that Guam EPA evaluates its current operations and pursues sustainable alternatives that will increase effective and efficient delivery of services to the community, protect resources and reduce potential materials from being discarded.

III. PROJECT FUNDING/AWARDS

Funding for Guam EPA will make this project available, subject to the availability of funds and quality of proposal received. Guam EPA anticipates the award of one (1) *Fixed Price with Price Adjustment* contract. Guam EPA's Solid Waste Management Program (SWMP) has identified funding to implement this project. Guam EPA expects the initial contract period to be a two (2) year term.

RFP No. GEPA-2017-2200-001

Request for Proposal

Professional Services for the Development and Implementation
of the Sustainable Materials Management Program

Page 3 of 7

Guam EPA shall have the option to renew the contract for up to three (3) additional one (1) year terms subject to review of the continuation application, contractor performance and compliance with the terms and conditions of the contract, and availability of funds.

Funds will be available for the first year of the contract, at the time of the contract. The source of the funding is mandated as a continuing appropriation through Public Law 33-136 and Public Law 33-185, Chapter 5, §R(2) (Budget Bill). The total contract price is expected to exceed five-hundred thousand dollars (\$500,000) over its lifetime.

The company whose proposal is ranked highest will be invited to negotiate an award contract. If an award contract cannot be successfully negotiated, then another company's proposal may be selected for contract negotiations and award. Companies not selected for the project will be notified when the contract is awarded.

The issuance of this RFP in no way constitutes a commitment by Guam EPA to award a contract.

IV. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Monday, July 10, 2017 at 3:00 p.m.** at the Guam EPA's main office, located at 17-3304 Mariner Avenue, Tiyan, to answer any questions regarding this Request for Proposals (RFP). Guam EPA will accept additional questions, in writing, regarding this RFP after the pre-proposal conference **no later than Tuesday, July 11, 2017 at 4:30 p.m.** Guam EPA's response to all questions shall be made available in writing within five (5) working days following the pre-proposal conference.

V. PROPOSALS

Written proposals, in one original plus six (6) copies, **must be received** no later than **4:30 p.m., CHST, Monday, July 24, 2017** at the Guam EPA's main office located at Building 17-3304 Mariner Avenue, Tiyan, Barrigada. Proposals shall **not** be submitted via electronic mail or facsimile; all proposals must be in hard copy. The Proposals shall contain the following information:

1. Name of *Offeror* and location of *Offeror's* principal place of business, as well as address of the firm's local offices, including the name and telephone/facsimile numbers of the person to be contacted relative to this proposal.
2. A detailed plan or strategy for providing the requested services as contained herein and in the Scope of Services, supplying as much detail as practical.

3. A description of the *Offeror's* knowledge, experience and expertise with regard to permitting, compliance and enforcement of municipal solid waste landfills and dumps regulated under Subtitle D of the Resource Conservation and Recovery Act (RCRA), 40 Code of Federal Regulations (CFR) Parts 257 and 258, and other applicable, relevant and appropriate laws and guidance.
4. A description of the *Offeror's* knowledge, experience and expertise with regard to technical support related to permitting, compliance and enforcement of other solid waste management facilities such as hardfills, transfer stations and other resource recovery and recycling facilities in communities similar to Guam.
5. A description of the *Offeror's* knowledge, experience and expertise with regard to regulatory review of designs, construction, operations, closure, post closure and financial assurance of landfills and other solid waste management facilities in communities similar to Guam.
6. A description of the *Offeror's* knowledge, experience and expertise with regard to hydrogeological investigations, groundwater modeling and review, detection monitoring, compliance monitoring, corrective action, statistical analysis, environmental impact assessments and mitigation for municipal solid waste landfills and other solid waste management facilities in communities similar to Guam.
7. A description of the *Offeror's* knowledge, experience and expertise with regard to assisting and encouraging recycling in communities similar to Guam. Include details on project planning, development, implementation and success.
8. A description of the *Offeror's* knowledge, experience and expertise with regard to technical support related to solid waste and recycling rulemaking, guidance development and related technical documents.
9. A description of the *Offeror's* knowledge, experience and expertise with regard to outreach and education related to solid waste and recycling in communities similar to Guam.
10. A proposed timeline describing milestones for accomplishing the different tasking and work for this project.
11. A description of the experience and qualifications of all individuals to perform the requested services. Include the percentage of time each person will be allocated to perform this project. **The successful Offeror may not substitute personnel other than those listed without prior**

approval from Guam EPA.

12. A listing of other contracts under which services are similar to the required work in scope, size, cost, or discipline were performed or undertaken within the last five (5) years.
13. A description of the *Offeror's* current availability, readiness, and ability to perform the services.
14. A description of the *Offeror's* equipment, facilities, and resources available for the services.
15. Any additional information that the *Offeror* feels will aid the Government in accurately determining its qualifications.
16. A statement indicating which portion, if any, of the proposal contain trade secrets or proprietary data you consider confidential business information.
17. Identify any proposed subcontractor(s), provide their statement of qualifications, and the percent (%) participation of the proposed subcontractor(s) in the project. **Subcontractors cannot include private law firms or attorneys.**
18. **Appendix of Forms.** Complete the following forms contained in Appendix I of this package. These forms are mandatory. **Failure to complete and submit Form D will automatically disqualify your proposal as being non-responsive, and it will not be evaluated.**
 - Form A Submission Form for Proposals (Attach this form to your proposal after your title page)
 - Form B Proposal Signature Form
 - Form C Form for Submitting all Licenses
 - Form D Non-Collusion Affidavit
 - Form E Affidavit Disclosing Ownership and Commissions
 - Form F Affidavit re No Gratuities or Kickbacks
 - Form G Affidavit re Ethical Standards
 - Form H Declaration re Compliance with U.S. DOL Wage Determination
 - Form I Affidavit re Contingent Fees
 - US DOL Wage Determination
 - Certification Of Cost Pricing Data For Contract For Services

VI. PACKAGING OF PROPOSAL

1. **Number of Copies.** Please provide the original proposal plus six (6) copies.
2. **Sealed Envelope or Container.** The original proposal and three (3) copies must be placed in an envelope or other container and sealed.
3. **Mailing Proposal.** Please send it to the following address:

Guam Environmental Protection Agency
Building 17-3304, Mariner Avenue
Barrigada, Guam 96913
ATTN: Conchita SN Taitano, Air and Land Division

4. **Information on Sealed Envelope or Container.** On the face of the sealed envelope or container, the following information shall be clearly marked:

Proposal for Guam Environmental Protection Agency
Sustainable Materials Management Program
Submitted by [the offering individual's or firms' name and address]
[Indicate date of submission]
Type of Services: [Professional Services and Technical Support]
ATTN: Conchita SN Taitano, Air and Land Division Administrator

Proposals shall be binding upon the firm for sixty (60) calendar days after the proposal opening. Modifications to the proposals will not be considered during this initial sixty-day period.

Guam EPA reserves the unqualified right, in its sole and absolute discretion, to reject any and all proposals that it deems, under any and/or all circumstances, will not serve the best interest of the Government of Guam

SCOPE OF SERVICES

SCOPE OF SERVICES

I. PURPOSE

The purpose of this *Scope of Services (Services)* is to describe in detail the degree of professional, technical, and support Guam EPA requires to effectuate its permitting, compliance inspections, and enforcement authority of existing and new solid waste management (SWM) facilities and related activities.

The company (hereinafter referred to as “*Offeror*”) is to provide engineering review, technical support, information technology services, public outreach and education in the areas of permitting, compliance, and enforcement of solid waste management facilities. The estimated time to complete these services is five (5) years.

This *Scope Of Services* will include the strategic planning, development, and implementation of an efficient and effective Solid Waste Management Program for Guam EPA to meet the current and projected needs of the community. After evaluations and assessments, the *Offeror* will provide recommendations that will streamline and improve all operation systems that support the activities of the Solid Waste Management Program.

In addition, since the passage of the Recycling Revolving Fund Law in 2003, Guam continues to recognize and acknowledge the connection between waste reduction, recycling, resource recovery and beneficial use with environmental protection through hallmark legislation and the establishment of Guam’s Zero Waste Plan. Therefore, this *Scope Of Services* will include planning, development and implementation of activities and sustainable programs that assist and promote waste diversion, pollution prevention and recycling.

All activities required of this *Scope of Services* must ensure compliance with Guam’s Solid Waste Management and Litter Control Act (SWMLCA), Chapter 51 of the 10 Guam Code Annotated (GCA), Guam’s Solid Waste Disposal Rules and Regulations (SWDRR) for all Solid Waste Management Facilities, and Subtitle D of the Resource Conservation and Recovery Act (RCRA), 40 Code of Federal Regulations (CFR) Part 257 and Part 258 for disposal and Municipal Solid Waste (MSW) Landfills, respectively. In addition, all other applicable local and federal laws, regulations, or plans associated with solid waste management must also be addressed.

This Scope of Services was prepared by Guam EPA, and in consultation with USEPA, Region IX (Appendix II).

II. SERVICES

A. Statement of Qualifications

1. The *Offeror* must be knowledgeable of the requirements of the Solid Waste Disposal Act, Resource Recovery and Conservation Act (RCRA), and other applicable and similar solid waste management laws in a state or territory.
2. The *Offeror* must be knowledgeable of the Guam Solid Waste Management and Litter Control Act, 10 Guam Code Annotated, Chapter 51, and the Guam Solid Waste Disposal Rules and Regulations and other applicable local solid waste management laws and regulations; or similar state or territorial regulations regarding solid waste management.
3. The *Offeror* must have worked with USEPA or other State Permitting and Enforcement Agencies on issues relating to solid waste management permits such as hardfills, landfills, and open dump closures, most especially in implementation of 40 CFR Part 257 and Part 258 or state and local equivalence.
4. The *Offeror* must have experience in providing technical assistance related in the drafting of solid waste, resource recovery, waste diversion and recycling regulations in a state or territory, or equivalent.
5. The *Offeror* must have experience in providing technical assistance in the development and implementation of a solid waste management permitting, compliance and enforcement program in a state or territory, or equivalent.
6. The *Offeror* must have experience in providing technical assistance in the development and implementation of recycling and other waste diversion programs.
7. The *Offeror* must have experience in providing technical assistance in the creation and management of environmental databases.
8. The *Offeror* must be able to furnish all materials, equipment, supplies, personnel (professional, technical, and administrative), transportation, and all other resources necessary to complete the scope of service.

B. Solid Waste Management Program Development

The services required are divided into the following categories:

Task I	Programmatic Evaluation and Assessment
Task II	Strategic Planning and Development

Task I Solid Waste Management Program Evaluation and Assessment

Submit an assessment report that will include, at a minimum, the information delineated below:

1. Current Operational Systems and Practices.
 - a. Evaluate Program federal and local responsibilities
 - b. Operational (narrative and flowchart) processes
 - c. Trends on workload over the past 5 years
 - d. Current workload distribution & efficiency
 - e. Identify anticipated impacts from community buildup within the next 10 years.
2. Potential Systems To Streamline And Improve Operations
 - a. Provide an options analysis to improve efficiency
 - b. Provide recommendations
 - c. Submit flowcharts
3. Resource Analysis And Needs
 - a. Identify program funding source options to support a sustainable program. At a minimum, the analysis shall include the following elements:
 - i. Fee Schedule - Legislative, permitting, inspections, and annual waste generation options
 - ii. Grant availability options
 - iii. Other(s)
 - b. Staffing, job descriptions and responsibilities, and performance ratings
 - c. Equipment
 - i. Computer (software and hardware needs)
 - ii. Vehicle(s)
 - iii. Camera(s)
 - iv. Other(s)
4. Public Perception Of Current Services

Develop and conduct survey of the community on the following areas:

 - a. Public Perception Of The Services Provided
 - b. Issues Of Concern
 - c. Services Needs

Task II Develop & Establish Operation Systems

Prepare and submit recommendations to streamline and improve all operation systems.

1. Rulemaking
Provide technical support related to the development of rules and regulations to support the solid waste management program and improve services to the community.
 - a. Review all Solid Waste Management local and federal laws and regulations impacting program activities; and
 - b. Provide summary of applicability and breakdown of recommendations for implementations, program improvement, or rulemaking changes for efficiency and effectiveness.

The *Offeror* will be expected to provide technical assistance in updating the Guam Solid Waste Management Act, the Guam Solid Waste Disposal Rules and Regulations, Guam's Integrated Solid Waste Management Plan, and other Plans, local statutes and/or regulations pertaining to Solid Waste Management activities, as necessary. This may include preparing a Technical Support Document (TSD) providing recommended changes, a discussion of the rationale for each proposed change, and a citation to regulations or other federal, state, or local correspondence supporting such changes, and/or a precedent from other states or territories indicating the proposed change is viable.

2. Alternative Permitting System
The *Offeror* will be expected to provide technical assistance in developing a Permitting Standard Operating Procedure (Permitting SOP), with required software, programs, and supporting documentations, for implementation of an efficient and effective Alternative Permitting System for Guam EPA's review and approval. The Permitting SOP shall provide improvements to the current permitting system of solid waste management facilities and activities. At a minimum, the Permitting SOP shall include, but not limited to, the following:
 - a. Analysis and assessment of Applicable Rules and Regulations
 - b. Database development and management of
 - i. Facility permits
 - ii. Facility inspections
 - iii. Facility reports
 - iv. Facility compliance history
 - v. Summary Report Generation such has
 1. Monthly, quarterly, and annual summary of permit submittal, review, processed, denied, and issued; and

2. Monthly, quarterly, and annually summary of facility collection, processed, shipment, and disposal by waste type
- c. Data quality assurance and control
- d. E-permitting
- e. Forms development with instructions
- f. Permit review process design & tracking
- g. Permit review instruments
- h. Recommendation of other options
- i. Implementation cost
- j. Permit tracking system on information such as, but not limited to data submittals, renewals, conditions, closure and post-closure.

The *Offeror* will be expected to provide technical assistance in implementing and/or training program staff to implement the approved Permitting SOP, as necessary.

The *Offeror* will be expected to provide technical assistance in developing various educational outreach brochures and provide trainings to applicants in preparing and submitting applicable Solid Waste Management Facility Permit applications, as necessary.

The *Offeror* will be expected to provide technical assistance and support in implementing the approved Permitting SOP during its contract period, as necessary.

3. Compliance, Inspection and Enforcement System

The *Offeror* will be expected to provide technical assistance in developing a Compliance, Inspection, and Enforcement Standard Operating Procedure (CIE SOP), with required software, programs, and supporting documentations, for implementation of an efficient and effective Compliance, Inspection, and Enforcement System for Guam EPA's review and approval. The CIE SOP shall provide improvements to the current solid waste compliance, inspection, and enforcement system for complaints, litter citations, and permitted facilities. At a minimum, the CIE SOP shall include, but not limited to, the following:

- a. Analysis and assessment of applicable rules and regulations
- b. Database development and management of
 - i. Complaints
 - ii. Inspections
 - iii. Enforcement Action
 - iv. Summary report on monthly, quarterly, and annual complaint, inspection, and enforcement activities conducted and status of each
- c. Field inspection checklist development
- d. Forms development and instructions
- e. Enforcement process and tracking

- f. Enforcement tools
- g. Recommendations of other options
- h. Implementation cost

The *Offeror* must establish various educational outreach brochures regarding Guam EPA's compliance, inspection, and enforcement activities and community responsibilities.

The *Offeror* must provide technical assistance and support in implementing the approved CIE SOP during its contract period, as necessary.

C. Solid Waste Management Program Implementation

The services required are divided into the following categories:

Task I	Solid Waste Management Facilities Permitting – Technical Support
Task II	Solid Waste Management Facilities Compliance, Inspections, and Enforcement – Technical Support

Task I Solid Waste Management Facilities Permitting – Technical Support

The *Offeror* must review submitted solid waste management facility permit applications provided by Guam EPA during the contract period and conduct its review, as required by regulations as necessary and as delineated below.

1. Permit Application Review

Review permit applications and all applicable documents related to the design and construction of Solid Waste Management Facilities.

- a. The *Offeror* shall review all applicable documents submitted as part of the Solid Waste Management Permit Applications for completeness and technical adequacy, to include, but not limited to plans; design and basis of design and supporting documents such as applicable data, calculations, models, reports, and studies; construction, operation, closure, and post closure activities; environmental assessments, potential impacts, and propose mitigation efforts; and applicable financial assurance calculations and documentations.
- b. The permit application must meet all local and federal requirements.
- c. Guam EPA will provide the files in hard-copy and electronic formats.
- d. Guam EPA will provide a full document list upon submission of the Permit Application. However, the *Offeror* should expect standard documents consistent with any new permit application, to be reviewed as part of this scope of services.

- e. The *Offeror* shall submit in writing, and electronic copy, detailed information regarding the completeness and technical adequacy of the Permit Application within thirty (30) days of receiving the documents from Guam EPA. This deliverable must include, at a minimum:
 - i. A detailed summary of the process, regulations reviewed, and methods used to review the permit application package for technical adequacy with local and federal requirements.
 - ii. Recommendations of required information necessary to address the incompleteness or inadequacy of the permit application package.
 - iii. Written conditions necessary to ensure regulatory compliance and technical adequacy for construction and operation of the Solid Waste Management Facility.
- f. The *Offeror* will be required to attend meetings or conference calls with Guam EPA and/or applicants to address concerns related to technical comments provided by its review to ensure complete and technically adequate application necessary to prepare a draft permit. The *Offeror* shall prepare summaries of meetings attended and provide electronic copies.
- g. The *Offeror* will be required to conduct site inspections to verify information on the applications and to ensure proper understanding of site specific information in order to adequately ensure all technical and environmental issues are address. The *Offeror* shall prepare a site inspection report summarizing the purpose of the inspections, results of the inspections, and concerns and issues relating to the applications that need to be addressed.

2. Draft Permit and Conditions

Within thirty (30) calendar days upon receipt of a complete and technically adequate permit application, the *Offeror* shall prepare a draft solid waste management permit with conditions that are clear and enforceable for Guam EPA's review and comment. The *Offeror* shall also develop a *Statement of Basis* for the draft permit and prepare and provide applicable documents and checklist supporting the statement.

3. Public Comment Period

The *Offeror* shall prepare applicable public notices and public review package to include the draft permit, administrative records, fact sheet and all documents related to the permit application, review, and process as per Guam EPA regulations and other applicable regulations.

The *Offeror* will be required to attend all public hearings and meetings scheduled during the public comment period. Attendance may include participation, presentation, and recordkeeping of these events.

- a. The *Offeror* shall record and review written and verbal public comments on the Draft Permit during the 45-day public comment period. It is assumed that a minimum of two (2) public meetings will be held;
- b. The *Offeror* shall generate a Public Comment Report within fifteen (15) calendar days after the public comment period ends. The Public Comment Report should include at a minimum, the following:
 - i. Public Meeting Attendance Sheets
 - ii. List of public comments with the person's name, date of comments, description of comments, types of comments (verbal or written) and mailing address.
 - iii. A summary discussion to comments and draft response to comments received
 - iv. Recommendations for inclusion or exclusion of comments in the Final Permit and Final Permit Conditions.

4. Draft Final Permit

The *Offeror* shall prepare the draft final permit and conditions to ensure that all revisions and significant comments have been addressed and are incorporated. The *Offeror* shall also perform the final spelling and grammar check on the final permit and conditions. The *Offeror* shall be responsible for finalizing the documents with Guam EPA.

After receiving written notification from Guam EPA that the Final Permit and Final Permit Conditions are satisfactory, the *Offeror* shall submit six (6) bound copies of all applicable documents within seven (7) calendar days. The *Offeror* shall also submit six (6) compact discs containing ALL editable and non-editable (PDF) electronic files.

Task II Solid Waste Management Facilities Technical Support

As requested by Guam EPA, the *Offeror* during the contract period, will be expected to provide technical assistance on the services delineated below:

1. Prepare facility specific inspection, compliance monitoring, and enforcement checklist of permitted facility based on its review of the application and the final permit issued. The checklist will also include recommendations of possible corrective and remediation actions for compliance.
2. Provide technical assistance to conduct an initial compliance inspection and provide training to SWM Personnel utilizing all applicable documents, equipment, and other materials necessary to confirm compliance.

3. Provide technical assistance to conduct construction quality assurance services during construction activities of landfills, as necessary.
4. Review or evaluate data related to hydrogeological investigations, groundwater modeling, detection monitoring, corrective action, statistical analysis, impact assessments and mitigation measures related to solid waste permitting, closure and post-closure.

D. Sustainable Materials Management

The *Offeror* will be expected to provide technical assistance in the design, planning, development and implementation of the following programs and projects that assist and encourage recycling:

1. Development and implementation of the initiatives delineated in *Guam's Zero Waste Plan (2003)* initiatives; and provide updates, as necessary, to the *Plan* and initiatives.
2. Regulation development to support the implementation of *Guam's Recycling Revolving Fund Act*.
3. Rulemaking and program development to support the implementation of *Guam's Beverage Container Recycling Act*.
4. Conduct *Guam's Recycling Data Management Study*
5. Other potential projects, as determined by Guam EPA, which may be implemented on Guam that supports organics diversion and greening businesses.
6. Waste minimization
7. Waste conversion to energy, biofuels, chemicals and other products. This includes, but not limited to, the following technologies:
 - a. Waste-to-energy
 - b. Anaerobic digestion
 - c. Composting
 - d. Other thermal or biological conversion technologies
8. Strategies to promote diversion to higher or better uses (e.g. organics diversion, market analysis, optimized material management, logistics, etc.)
9. Community-based environmental protection and pollution prevention

E. Public Outreach & Education

The *Offeror* will be expected to provide technical assistance to conduct organize workshops, conferences and training. In addition, the *Offeror* shall develop, and recommend outreach and education materials to support recycling, zero waste initiatives and other solid waste management awareness in the community, as necessary. At a minimum, the *Offeror* will be expected to provide the following services:

1. Concept design and development, inclusive of graphics, layout, printing, and promotional items
2. Visual and auditory image development or identity development and promotion
3. Outreach strategy & design, inclusive but not limited to, multilingual translations, mobile application development, and social media platform
4. Communications, inclusive but not limited to website design, development, and maintenance

F. Technical Progress Reports

The *Offeror* shall provide monthly progress reports due fifteen (15) calendar days following the end of the month throughout the performance of the Contract period. The report shall include, but not limited to:

1. Summary status and projected work of each assigned task
2. Budgeted, expended, and projected cost remaining by task

G. Optional Services

1. Provide additional technical support on other various solid waste management projects and activities
2. Development of procurement documents for other various solid waste management projects to include, but not limited to,
 - a. Review and update Guam Integrated Solid Waste Management
 - b. Guam's Solid Waste Characterization and Generation Study

III. SCHEDULE OF DELIVERABLES

During the course of the project work, the *Offeror* shall be required to make submittals in hard-copy and editable electronic format to the Guam Environmental Protection Agency according to the following schedule:

A. Solid Waste Management Program Development

Task I Solid Waste Management Program Evaluation and Assessment

- a. The *Offeror* shall meet all the tasks delineated and submit all related documents or items within a timeline negotiated with Guam EPA.
- b. Submit final report to Guam EPA within thirty (30) calendar days upon receipt of comments.

Task II Develop & Establish Operation Systems

The *Offeror* shall meet all the tasks delineated and submit all related documents or items within a timeline negotiated with Guam EPA.

B. Solid Waste Management Program Implementation

Task I Solid Waste Management Facilities Permitting – Technical Support

The *Offeror* shall meet all the tasks delineated and submit, in writing, all information and within the timeline described above, unless otherwise officially notified by Guam EPA.

Task II Solid Waste Management Facilities Compliance, Inspection, and Enforcement Technical Support

The *Offeror* shall meet all the tasks delineated and submit, in writing, all information and within the timeline described above, unless otherwise officially notified by Guam EPA.

C. Public Outreach & Education

The *Offeror* shall meet all the tasks delineated and submit all related documents or items within a timeline negotiated with Guam EPA.

D. Technical Progress Reports

The *Offeror* shall meet all the tasks delineated and submit, in writing, all information and within the timeline described above, unless otherwise officially notified by Guam EPA.

EVALUATION CRITERIA AND SELECTION PROCESS

EVALUATION CRITERIA and SELECTION PROCESS

I. EVALUATION CRITERIA

The Guam Environmental Protection Agency (Guam EPA) will designate a selection committee appointed by the Guam EPA Administrator to administer and conduct the evaluation and selection process. They shall at all times administer and conduct these proceedings together in the presence of each other.

Interviews will be conducted after the evaluation of the proposals. The proposals will be evaluated according to the following criteria, with a maximum score of 100 points:

1. The *Offeror's* Plan for Performance, which must include, at a minimum, the proposed service, design, methodology and approach to be followed in performing the services required, the Scope of Services, and other requirements in the RFP. (20 points)
2. The *Offeror's* ability to perform these services within the specified time frame. A description of the *Offeror's* current availability, readiness, and ability to perform the services must be included in the *Offeror's* proposal. (20 points)
3. The *Offeror's* demonstrated knowledge, technical competence, general and specific experience in review of design reports, plans, and financial assurance in permitting, compliance inspections, and enforcement of the construction, operations, closure, and post-closure activities of RCRA Subtitle D compliant MSWLF and Disposal Facilities, and other Solid Waste Management Facilities in tropical conditions. This is to be reflected in the *Offeror's* proposed methodology, design, approach, and the discussion and interpretation of their findings. (20 points)
4. The *Offeror's* demonstrated knowledge, technical competence, general and specific experience in development, planning, and implementation of programmatic and regulations review and updates of Solid Waste Management activities of other state and local permitting and enforcement agency or departments similar to Guam. This is to be reflected in the *Offeror's* proposed methodology, design, approach, and the discussion and interpretations of their findings. (20 points)
5. The record of past performance and accomplishments of the *Offeror* and the selected individual(s) on similar projects. (10 points)

6. The quality of personnel, equipment and facilities including the expertise, experience, and qualifications of the *Offeror's* and individual(s) assigned for each task and their ability. (10 points)

NOTE: The required forms have been submitted. Any proposal which lacks a Non-Collusion Affidavit (Form D) and an Affidavit Disclosing Ownership and Commissions (Form E) will be considered non-responsive and will not be eligible for further evaluation or consideration.

Proposals will then be re-sealed and held in safekeeping by Guam EPA's Administrative Services Officer (ASO) until time for evaluation.

II. SELECTION PROCESS

Guam EPA will rank all proposals through the *Evaluation Criteria and Selection Process* no later than 20 working days following the deadline for submission of the proposals. All *Offerors* will be notified of their ranking. Negotiations will be conducted beginning with the best qualified *Offeror*.

In accordance with Guam's procurement laws and as soon as practicable, the Administrator or his designee shall conduct contractual negotiations beginning with the highest-rated *Offeror*. Should negotiations be unsuccessful, Guam EPA will notify the *Offeror* and cease negotiations. Guam EPA will then proceed to conduct contractual negotiations with the next *Offeror* with the highest-rated proposal.

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Note: By submitting a proposal in response to this RFP, each Offeror agrees to be bound by all the terms and conditions specified below. The Guam EPA may negotiate with the successful Offeror other or more specific terms and conditions for a final written contract.

1. AUTHORITY

This Request For Proposal (RFP) is issued subject to all the provisions of the Guam procurement law (5 GCA §§5001, et seq.) and the Guam procurement regulations, copies of which are available for inspection at the General Services Agency. The RFP requires all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith.

2. EXPLANATION OF CONTRACTORS

No oral explanation in regard to the substantive or material meaning of the specifications will be made before the award of the proposal. Material discrepancies omissions, or doubts as to the meaning of the specifications must be communicated in writing no later than three (3) days before the submission deadline to Ms. Connie Benavente-Affleje, Administrative Services Officer, Guam Environmental Protection Agency, Building 17-3304 Mariner Avenue, Barrigada, Guam 96913, for interpretations. *Offerors* should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective *Offerors* who have picked up an RFP package, and its receipt by the *Offeror* and all others should be acknowledged on the proposal form. As used herein the term “award” refers to an actual contract signed by all the required parties as required by law.

3. LOCAL PROCUREMENT PREFERENCE

All procurement of supplies and services where possible, will be made from businesses licensed to do business on Guam in accordance with requirements of 5 GCA §5008.

4. PROPOSALS

The *Offeror* is required to read each and every page of the RFP and, by the act of submitting a proposal, shall be deemed to have accepted all conditions contained therein. By submitting a proposal, the *Offeror* agrees that the proposal shall remain firm and irrevocable for one-hundred twenty (120) days from the date of opening of proposals. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes, which are evident on its face made to a proposal must be explained or noted over the signature of the *Offeror*. Unexplained erasures or alterations, and

omissions to the proposal, are cause for rejection by the government. Proposals containing conditions will be rejected.

5. GENERAL INTENTION

Unless otherwise specified, it is the declared and the acknowledged intention and meaning of these *General Terms And Conditions* for the *Offeror* to provide the government of Guam with the services specified.

6. MISTAKES IN PROPOSALS

The government reserves the right to waive any minor informalities in proposals received, or to have them corrected by the *Offeror*, but only in accordance with applicable regulations.

7. REJECTION OF PROPOSALS OR CANCELLATION OF SOLICITATION

The government shall have the prerogative to reject proposals in whole or in part if a determination is made that such is in the public interest, or to cancel this RFP at any time, either for all services or for one or more services only.

8. TAXES

Offerors are reminded that they are subject to Guam income taxes as well as all other applicable taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

9. WITHHOLDING ASSESSMENT FEE

All procurements of professional services and awards for such services are subject to a withholding assessment fee for non-resident persons without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for professional services provided by a non-resident person residing outside of Guam, as a cost of doing business with the government of Guam.

10. LICENSING

Offerors are cautioned that the government will not consider for award any proposal submitted by an *Offeror* who has not complied with the Guam licensing law as may be applicable. Specific information on licenses may be obtained from the director of revenue and taxation. Proposals from *Offerors* who are not licensed on Guam will be considered, but the government has a statutory policy of preference for procurement from local businesses with an exception under certain circumstances.

11. COVENANT AGAINST CONTINGENT FEES

The *Offeror* warrants that it has not employed any person to solicit or secure any contract resulting from this RFP, upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the government the right to terminate the contract, or in its discretion to deduct from the contract price or

consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions' payable by the *Offeror* upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the *Offeror* for the purpose of securing business.

12. JUSTIFICATION OF DELAY

Any Contractor who is awarded a contract guarantees that the services will be completed within the agreed upon completion date, if any. If, however, the Contractor cannot comply with the completion requirement, it is the Contractor's responsibility to advise the government in writing explaining the cause and reasons of the delay.

13. EQUAL EMPLOYMENT OPPORTUNITY

By law, the Contractor may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally without regard to their race, creed, color or national origin.

14. ASSIGNMENT

The contract may not be assigned without the prior approval of the government.

15. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

If requested, the Contractor must meet all ADA regulations and requirements.

16. PAYMENT

Payment shall be made pursuant to the terms of the *Fixed Price with Price Adjustment Contract*.

17. CONTRACT TYPE AND TERM

Contract Type: The type of contract that will be offered is a Fixed Price with Price Adjustment Contract. The total contract is expected to exceed five-hundred thousand dollars (\$500,000) over its lifetime. Pricing shall be based on the materials supplied and labor performed for the Tasks delineated in the Scope of Services. *Offerors* selected for negotiation shall submit their price proposal based on the materials supplied and labor performed.

Contract Term: The term of the contract shall be for a period of two (2) years, with three (3) additional extensions of one (1) year each. These extensions may be granted for reasons such as, but not limited to, staff capacity building and transition; furnishing of long term services are required to meet territorial needs; stabilization of the contractor's work force over a longer period of time may promote economy and consistent quality; delays associated with meeting the Administrative Adjudication Act requirements on the approval of rules and regulations; and delays associated in achieving technical adequacy from the regulated community.

Funds are available for the first fiscal term of the contract. The contract is subject to the availability of certified funds. Any contract awarded will not be cancelled unless funds are not appropriated or are insufficient; however, this does not affect either Parties right to terminate under the termination clauses of the contract. If the contract is cancelled for insufficient funds, the contractor shall be reimbursed for its unamortized, reasonably incurred, non-recurring costs. The procurement officer must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

18. INDEPENDENT CONTRACTOR STATUS

The Contractor understands that if an award is made, the Contractor's relationship with the government is as an independent Contractor, and not as an employee of the government. As such, no employee benefits such as insurance coverage, participation in the government retirement system or accumulation of vacation or sick leave shall accrue to the Contractor. Income taxes will not be withheld from payments made to the awarded Contractor.

19. SCOPE OF AGREEMENT

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retention of the chosen Contractor, and contains all the covenants and agreements between such parties with respect to the retention in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise be contained in the contract will be valid or binding.

20. RESPONSIBILITY OF AWARDED CONTRACTOR

The awarded Contractor shall be responsible for the technical accuracy of all work and materials furnished under the contract. The awarded Contractor shall, without additional cost to the Government of Guam, correct or revise all errors of deficiencies in its work. The awarded Contractor shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded Contractor's failure to perform the services required, and the awarded Contractor shall be and remain liable to the Government of Guam for all costs of any kind which may be incurred as a result of the awarded Contractor's negligent performance of any of the services required to be performed under this contract.

21. GENERAL COMPLIANCE WITH LAWS

The awarded Contractor shall be required to comply with all federal and local laws applicable to the work.

22. RIGHT TO INSPECTION

The government of Guam has the right to inspect the locations(s) of the contract performance or any part of the place of business of the contractor or any subcontractor, which is related to the performance of the contract at any time without notice.

23. RETENTION AND ACCESS TO RECORDS PROVISION

The government of Guam has the right to examine books and records of the contractor at any time during the contract and at any time. This provision must be included in all subcontracts. The contractor is required to maintain its books and records and be available for examination for three years after the date of final payment of the contract.

24. COST OF PRICING DATA AND CERTIFICATION

A cost or pricing datum are required to be submitted by any *Offeror* who is selected for negotiations along with a *Certification of Cost or Pricing Data Form*, which is attached with this RFP.

25. PRICE PROPOSAL

Any *Offeror* selected will be required to submit their pricing for both the entire time of performance of the contract and for the first fiscal period of the contract along with the *Certification of Cost or Pricing Data Form*. A unit price shall be given for each type of service, and such unit prices shall be the same throughout the contract except to the extent price adjustments may be provided in the solicitation and resulting contract. Price adjustments must be agreed to in writing by the *Parties* and shall be accordance with the price proposal or cost of pricing data submitted. Price adjustments may be considered as a result of documented changes in pricing of materials or labor.

26. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work or materials prepared by the awarded Contractor shall be and remain the property of the Guam Environmental Protection Agency (Guam EPA) including all publication rights and copyright interests, and may be used by the Guam EPA without any additional cost to the government.

27. CHANGES

The Guam EPA may at any time, by written order, make any change in the services to be performed hereunder. If such change causes an increase or decrease in the costs of doing the work, or in the time required for this performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

28. SEVERABLE PROVISIONS

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

29. GOVERNING LAW

The validity of the contract and of any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of Guam.

30. EFFECTIVE DATE OF AGREEMENT

The contract shall take effect upon the signatures of all the required parties.

31. GOVERNMENT LIABILITY

The Guam EPA and the Government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded Contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The Government of Guam shall not be liable to the awarded Contractor for any work performed by the awarded Contractor prior to the approval of the contract by the government. The awarded Contractor shall expressly waive any and all claims for services performed in expectation of the contract prior to its effective date.

32. RECEIPT AND OPENING OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face of the envelope in accordance with the instructions in this RFP. Neither electronic nor facsimile proposals will be considered. Modification electronically of proposals already submitted shall not be considered. Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the government's address after the deadline of submission date and time. Proposals will not be opened publicly.

33. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written request received from the Contractor prior to the time fixed for opening. Negligence on the part of the Contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

34. MULTIPLE, ALTERNATE OR LATE PROPOSALS

Multiple, alternate or late proposals will not be accepted.

35. CONFIDENTIAL OR PROPRIETARY INFORMATION

After award, each proposal received becomes a part of the public record of procurement. If an Contractor is submitting trade secrets or proprietary information which it wishes to keep confidential, then a written request for non-disclosure must be included with the proposal and those portions in the proposal which are

proprietary must be clearly marked or designated. The government will examine the request, then the government must inform the Contractor in writing which portions will be disclosed and why. The Contractor may then withdraw the proposal or submit a protest according to law. If the proposal is not withdrawn and no protest is received, then the government may disclose those portions of the proposal for which a non-disclosure request was not granted.

36. ETHICAL STANDARDS

The Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set forth in Guam's procurement code or regulations pertaining to ethics in public contracting.

37. INDEPENDENT PRICE DETERMINATION

By submitting a bid or offer, the Bidder or *Offeror* certifies that the price submitted was independently arrived at without collusion.

38. PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS

Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the Territory. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

39. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The *Bidder*, *Offeror*, or *Contractor* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

40. REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

41. APPLICABILITY OF GUAM PROCUREMENT LAW

If any part of this RFP is contrary to Guam Procurement Law or contains ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

42. RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS

The Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the Contractor relative to this Project. If any person employed by the Contractor and providing services under this Project is convicted subsequent to the parties entering into a Contract, then the Contractor warrants that it will notify Guam EPA of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services for this Project. If the Contractor is found to be in violation of any of the provisions of this paragraph, then Guam EPA shall give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from Guam EPA, and the Contractor shall notify Guam EPA when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours of notice from Guam EPA, then Guam EPA in its sole discretion may suspend the Contract with the Contractor temporarily.

APPENDIX I

APPENDIX OF FORMS

FORM A SUBMISSION FORM FOR PROPOSALS (ATTACH THIS FORM TO YOUR PROPOSAL AFTER YOUR TITLE PAGE)

FORM B PROPOSAL SIGNATURE FORM

FORM C FORM FOR SUBMITTING ALL LICENSES

FORM D NON-COLLUSION AFFIDAVIT

FORM E AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

FORM F AFFIDAVIT RE NO GRATUITIES OR KICKBACKS

FORM G AFFIDAVIT RE ETHICAL STANDARDS

FORM H DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

FORM I AFFIDAVIT RE CONTINGENT FEES

US DOL WAGE DETERMINATION

CERTIFICATION OF COST PRICING DATA FOR CONTRACT FOR SERVICES

SUBMISSION FORM FOR PROPOSALS

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-
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Guam Environmental Protection Agency

PROPOSAL SIGNATURE FORM GEPA RFP No. 2017-2200-001

By submitting this proposal, the offeror certifies that its authorized representative has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

In compliance with this RFP and with all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature Form shall be submitted with the offeror's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

Signature of Authorized Representative

Type or Print Name and Title

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: ☐ Individual ☐ Non-Profit ☐ Partnership
☐ Corporation ☐ Joint Venture
☐ Other (Specify) _____



Guam Environmental Protection Agency

FORM FOR SUBMITTING ALL LICENSES GEPA RFP NO. 2017-2200-001

Please attach copies of all business licenses, permits, fictitious name certificates, certificates of good standing, or any other license, permit or certificate issued to the individual or company, which is applicable to this Request for Proposals. Please indicate the attached documents by checking the applicable boxes:

☐ **Business License**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Fictitious Name Registration**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Certificate of Incorporation**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Federal I.D. #** _____

☐ **Other Attachments. Please indicate:** _____

☐ **Please check here if there are no attachments to this form.**

Authorized Signature: _____ Date: _____

CITY OF _____)
ISLAND OF GUAM) ss.

1. The name of the offering company or individual is *[state name of company]*

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

this _____ day of _____, 201__.

My commission expires _____, _____.

FORM E
AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- ☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- ☐ The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires: _____

CITY OF _____)
ISLAND OF GUAM) ss.

AG Procurement Form 004 (Jul. 12, 2010)

CITY OF _____)
) ss.
ISLAND OF GUAM)

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this day of , 201 .

NOTARY PUBLIC
My commission expires _____, _____.

FORM H
DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

Signature

CITY OF _____)
ISLAND OF GUAM) ss.

1. The name of the offering company or individual is *[state name of company]*

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Subscribed and sworn to before me

this day of , 201 .

NOTARY PUBLIC
My commission expires _____, _____.

WD 05-2147 (Rev.-20) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER LABOR		U.S. DEPARTMENT OF
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS
ADMINISTRATION		
By direction of the Secretary of Labor		WAGE AND HOUR
DIVISION		WASHINGTON D.C.
20210		
		Wage Determination No.:
2005-2147		
Daniel W. Simms	Division of	Revision No.: 20
Director	Wage Determinations	Date Of Revision:
12/30/2016		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
12.50	
01012 - Accounting Clerk II	
13.53	
01013 - Accounting Clerk III	
15.59	
01020 - Administrative Assistant	
17.67	
01040 - Court Reporter	
15.38	
01051 - Data Entry Operator I	
10.48	
01052 - Data Entry Operator II	
11.99	
01060 - Dispatcher, Motor Vehicle	
13.06	
01070 - Document Preparation Clerk	
12.25	
01090 - Duplicating Machine Operator	
12.25	
01111 - General Clerk I	
10.29	
01112 - General Clerk II	
11.28	
01113 - General Clerk III	
12.32	
01120 - Housing Referral Assistant	
17.15	
01141 - Messenger Courier	
10.12	
01191 - Order Clerk I	
11.23	
01192 - Order Clerk II	
12.25	
01261 - Personnel Assistant (Employment) I	
14.33	
01262 - Personnel Assistant (Employment) II	
14.90	
01263 - Personnel Assistant (Employment) III	
16.48	
01270 - Production Control Clerk	
18.34	
01280 - Receptionist	
9.67	
01290 - Rental Clerk	
11.10	
01300 - Scheduler, Maintenance	

13.75
 01311 - Secretary I
13.75
 01312 - Secretary II
15.38
 01313 - Secretary III
17.15
 01320 - Service Order Dispatcher
11.57
 01410 - Supply Technician
17.67
 01420 - Survey Worker
15.26
 01531 - Travel Clerk I
11.61
 01532 - Travel Clerk II
12.57
 01533 - Travel Clerk III
13.44
 01611 - Word Processor I
12.25
 01612 - Word Processor II
13.75
 01613 - Word Processor III
15.38
05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass
13.34
 05010 - Automotive Electrician
13.06
 05040 - Automotive Glass Installer
12.10
 05070 - Automotive Worker
12.10
 05110 - Mobile Equipment Servicer
8.59
 05130 - Motor Equipment Metal Mechanic
13.06
 05160 - Motor Equipment Metal Worker
12.10
 05190 - Motor Vehicle Mechanic
13.06
 05220 - Motor Vehicle Mechanic Helper
10.12
 05250 - Motor Vehicle Upholstery Worker
12.10
 05280 - Motor Vehicle Wrecker
12.10
 05310 - Painter, Automotive
12.37

05340 - Radiator Repair Specialist
12.10
05370 - Tire Repairer
7.81
05400 - Transmission Repair Specialist
12.10
07000 - Food Preparation And Service Occupations
07010 - Baker
10.47
07041 - Cook I
9.54
07042 - Cook II
11.78
07070 - Dishwasher
7.25
07130 - Food Service Worker
7.78
07210 - Meat Cutter
11.86
07260 - Waiter/Waitress
7.59
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
14.38
09040 - Furniture Handler
8.85
09080 - Furniture Refinisher
14.38
09090 - Furniture Refinisher Helper
10.66
09110 - Furniture Repairer, Minor
12.51
09130 - Upholsterer
14.38
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
8.23
11060 - Elevator Operator
8.23
11090 - Gardener
10.99
11122 - Housekeeping Aide
8.33
11150 - Janitor
8.23
11210 - Laborer, Grounds Maintenance
9.14
11240 - Maid or Houseman
7.25
11260 - Pruner

8.23
11270 - Tractor Operator
10.33
11330 - Trail Maintenance Worker
9.14
11360 - Window Cleaner
9.14
12000 - Health Occupations
12010 - Ambulance Driver
15.81
12011 - Breath Alcohol Technician
15.81
12012 - Certified Occupational Therapist Assistant
21.70
12015 - Certified Physical Therapist Assistant
21.70
12020 - Dental Assistant
13.20
12025 - Dental Hygienist
29.85
12030 - EKG Technician
23.96
12035 - Electroneurodiagnostic Technologist
23.96
12040 - Emergency Medical Technician
15.81
12071 - Licensed Practical Nurse I
14.14
12072 - Licensed Practical Nurse II
15.81
12073 - Licensed Practical Nurse III
17.63
12100 - Medical Assistant
11.54
12130 - Medical Laboratory Technician
14.14
12160 - Medical Record Clerk
11.82
12190 - Medical Record Technician
13.59
12195 - Medical Transcriptionist
14.14
12210 - Nuclear Medicine Technologist
34.75
12221 - Nursing Assistant I
10.03
12222 - Nursing Assistant II
11.30
12223 - Nursing Assistant III
12.31

12224 - Nursing Assistant IV
13.84
12235 - Optical Dispenser
15.81
12236 - Optical Technician
14.14
12250 - Pharmacy Technician
13.41
12280 - Phlebotomist
13.84
12305 - Radiologic Technologist
22.64
12311 - Registered Nurse I
20.70
12312 - Registered Nurse II
25.32
12313 - Registered Nurse II, Specialist
25.32
12314 - Registered Nurse III
30.64
12315 - Registered Nurse III, Anesthetist
30.64
12316 - Registered Nurse IV
36.72
12317 - Scheduler (Drug and Alcohol Testing)
19.59
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
15.06
13012 - Exhibits Specialist II
18.66
13013 - Exhibits Specialist III
22.83
13041 - Illustrator I
15.06
13042 - Illustrator II
18.66
13043 - Illustrator III
22.83
13047 - Librarian
20.66
13050 - Library Aide/Clerk
12.00
13054 - Library Information Technology Systems
18.66
Administrator
13058 - Library Technician
15.06
13061 - Media Specialist I
13.46

13062 - Media Specialist II
 15.06
 13063 - Media Specialist III
 16.80
 13071 - Photographer I
 12.82
 13072 - Photographer II
 14.32
 13073 - Photographer III
 17.75
 13074 - Photographer IV
 21.73
 13075 - Photographer V
 26.30
 13110 - Video Teleconference Technician
 12.91
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 13.65
 14042 - Computer Operator II
 15.76
 14043 - Computer Operator III
 17.56
 14044 - Computer Operator IV
 19.50
 14045 - Computer Operator V
 21.81
 14071 - Computer Programmer I (see 1)
 15.73
 14072 - Computer Programmer II (see 1)
 19.50
 14073 - Computer Programmer III (see 1)
 23.84
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 24.23
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 13.65
 14160 - Personal Computer Support Technician
 19.50
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 24.23
 15020 - Aircrew Training Devices Instructor (Rated)
 29.32
 15030 - Air Crew Training Devices Instructor (Pilot)
 33.30
 15050 - Computer Based Training Specialist / Instructor

24.23
15060 - Educational Technologist
22.82
15070 - Flight Instructor (Pilot)
33.30
15080 - Graphic Artist
20.47
15090 - Technical Instructor
17.65
15095 - Technical Instructor/Course Developer
21.58
15110 - Test Proctor
13.87
15120 - Tutor
13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
8.08
16030 - Counter Attendant
8.08
16040 - Dry Cleaner
9.34
16070 - Finisher, Flatwork, Machine
8.08
16090 - Presser, Hand
8.08
16110 - Presser, Machine, Drycleaning
8.08
16130 - Presser, Machine, Shirts
8.08
16160 - Presser, Machine, Wearing Apparel, Laundry
8.08
16190 - Sewing Machine Operator
9.86
16220 - Tailor
10.33
16250 - Washer, Machine
8.46
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
14.49
19040 - Tool And Die Maker
18.20
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
12.49
21030 - Material Coordinator
18.34
21040 - Material Expediter
18.34

21050 - Material Handling Laborer
10.65
21071 - Order Filler
9.66
21080 - Production Line Worker (Food Processing)
12.49
21110 - Shipping Packer
13.33
21130 - Shipping/Receiving Clerk
13.33
21140 - Store Worker I
13.23
21150 - Stock Clerk
18.58
21210 - Tools And Parts Attendant
12.49
21410 - Warehouse Specialist
12.49
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
20.69
23021 - Aircraft Mechanic I
19.70
23022 - Aircraft Mechanic II
20.69
23023 - Aircraft Mechanic III
21.74
23040 - Aircraft Mechanic Helper
13.70
23050 - Aircraft, Painter
18.50
23060 - Aircraft Servicer
16.09
23080 - Aircraft Worker
17.38
23110 - Appliance Mechanic
14.49
23120 - Bicycle Repairer
9.74
23125 - Cable Splicer
15.43
23130 - Carpenter, Maintenance
13.00
23140 - Carpet Layer
13.55
23160 - Electrician, Maintenance
14.99
23181 - Electronics Technician Maintenance I
14.72
23182 - Electronics Technician Maintenance II

15.05
23183 - Electronics Technician Maintenance III
18.31
23260 - Fabric Worker
12.60
23290 - Fire Alarm System Mechanic
15.43
23310 - Fire Extinguisher Repairer
11.67
23311 - Fuel Distribution System Mechanic
15.43
23312 - Fuel Distribution System Operator
13.01
23370 - General Maintenance Worker
11.95
23380 - Ground Support Equipment Mechanic
19.70
23381 - Ground Support Equipment Servicer
16.09
23382 - Ground Support Equipment Worker
17.38
23391 - Gunsmith I
11.67
23392 - Gunsmith II
13.55
23393 - Gunsmith III
15.43
23410 - Heating, Ventilation And Air-Conditioning
15.76
Mechanic
23411 - Heating, Ventilation And Air Contditioning
16.55
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
15.15
23440 - Heavy Equipment Operator
13.73
23460 - Instrument Mechanic
15.43
23465 - Laboratory/Shelter Mechanic
14.49
23470 - Laborer
10.65
23510 - Locksmith
14.49
23530 - Machinery Maintenance Mechanic
17.38
23550 - Machinist, Maintenance
15.43
23580 - Maintenance Trades Helper

9.92
23591 - Metrology Technician I
15.43
23592 - Metrology Technician II
16.41
23593 - Metrology Technician III
17.37
23640 - Millwright
15.43
23710 - Office Appliance Repairer
14.38
23760 - Painter, Maintenance
13.55
23790 - Pipefitter, Maintenance
15.32
23810 - Plumber, Maintenance
14.38
23820 - Pneudraulic Systems Mechanic
15.43
23850 - Rigger
15.43
23870 - Scale Mechanic
13.55
23890 - Sheet-Metal Worker, Maintenance
15.21
23910 - Small Engine Mechanic
13.55
23931 - Telecommunications Mechanic I
19.01
23932 - Telecommunications Mechanic II
19.76
23950 - Telephone Lineman
18.24
23960 - Welder, Combination, Maintenance
14.66
23965 - Well Driller
15.43
23970 - Woodcraft Worker
15.43
23980 - Woodworker
11.67
24000 - Personal Needs Occupations
24570 - Child Care Attendant
10.09
24580 - Child Care Center Clerk
12.58
24610 - Chore Aide
12.43
24620 - Family Readiness And Support Services
12.44

Coordinator
24630 - Homemaker
16.12
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
15.43
25040 - Sewage Plant Operator
14.49
25070 - Stationary Engineer
15.43
25190 - Ventilation Equipment Tender
10.73
25210 - Water Treatment Plant Operator
14.49
27000 - Protective Service Occupations
27004 - Alarm Monitor
10.90
27007 - Baggage Inspector
7.35
27008 - Corrections Officer
12.05
27010 - Court Security Officer
12.05
27030 - Detection Dog Handler
10.90
27040 - Detention Officer
12.05
27070 - Firefighter
12.05
27101 - Guard I
7.37
27102 - Guard II
10.90
27131 - Police Officer I
12.05
27132 - Police Officer II
13.40
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
9.53
28042 - Carnival Equipment Repairer
10.08
28043 - Carnival Equipment Worker
7.78
28210 - Gate Attendant/Gate Tender
13.18
28310 - Lifeguard
11.01
28350 - Park Attendant (Aide)
14.74

28510 - Recreation Aide/Health Facility Attendant
10.76
28515 - Recreation Specialist
18.26
28630 - Sports Official
11.74
28690 - Swimming Pool Operator
17.71
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
15.20
29020 - Hatch Tender
15.20
29030 - Line Handler
15.20
29041 - Stevedore I
14.22
29042 - Stevedore II
16.25
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HF0) (see 2)
35.77
30011 - Air Traffic Control Specialist, Station (HF0) (see 2)
24.66
30012 - Air Traffic Control Specialist, Terminal (HF0) (see 2)
27.16
30021 - Archeological Technician I
17.49
30022 - Archeological Technician II
19.56
30023 - Archeological Technician III
24.21
30030 - Cartographic Technician
23.18
30040 - Civil Engineering Technician
21.93
30061 - Drafter/CAD Operator I
17.49
30062 - Drafter/CAD Operator II
19.56
30063 - Drafter/CAD Operator III
20.74
30064 - Drafter/CAD Operator IV
24.21
30081 - Engineering Technician I
14.62
30082 - Engineering Technician II
16.41
30083 - Engineering Technician III
18.36

30084 - Engineering Technician IV
 22.34
 30085 - Engineering Technician V
 27.83
 30086 - Engineering Technician VI
 33.66
 30090 - Environmental Technician
 21.10
 30210 - Laboratory Technician
 20.74
 30240 - Mathematical Technician
 23.34
 30361 - Paralegal/Legal Assistant I
 19.06
 30362 - Paralegal/Legal Assistant II
 21.53
 30363 - Paralegal/Legal Assistant III
 26.35
 30364 - Paralegal/Legal Assistant IV
 30.80
 30390 - Photo-Optics Technician
 21.93
 30461 - Technical Writer I
 22.17
 30462 - Technical Writer II
 27.10
 30463 - Technical Writer III
 32.79
 30491 - Unexploded Ordnance (UX0) Technician I
 22.74
 30492 - Unexploded Ordnance (UX0) Technician II
 27.51
 30493 - Unexploded Ordnance (UX0) Technician III
 32.97
 30494 - Unexploded (UX0) Safety Escort
 22.74
 30495 - Unexploded (UX0) Sweep Personnel
 22.74
 30620 - Weather Observer, Combined Upper Air Or (see 2)
 20.74
 Surface Programs
 30621 - Weather Observer, Senior (see 2)
 23.00
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide
 8.15
 31030 - Bus Driver
 9.69
 31043 - Driver Courier
 8.97

31260 - Parking and Lot Attendant
7.25
31290 - Shuttle Bus Driver
9.99
31310 - Taxi Driver
8.21
31361 - Truckdriver, Light
8.97
31362 - Truckdriver, Medium
11.61
31363 - Truckdriver, Heavy
12.48
31364 - Truckdriver, Tractor-Trailer
12.48
99000 - Miscellaneous Occupations
99030 - Cashier
7.46
99050 - Desk Clerk
9.70
99095 - Embalmer
22.74
99251 - Laboratory Animal Caretaker I
16.24
99252 - Laboratory Animal Caretaker II
17.04
99310 - Mortician
22.74
99410 - Pest Controller
13.28
99510 - Photofinishing Worker
11.95
99710 - Recycling Laborer
10.76
99711 - Recycling Specialist
16.27
99730 - Refuse Collector
10.24
99810 - Sales Clerk
8.95
99820 - School Crossing Guard
15.03
99830 - Survey Party Chief
20.30
99831 - Surveying Aide
11.54
99832 - Surveying Technician
15.00
99840 - Vending Machine Attendant
20.19
99841 - Vending Machine Repairer

23.57

99842 - Vending Machine Repairer Helper

20.19

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS – NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



GUAM ENVIRONMENTAL PROTECTION AGENCY

AHENSIAŃ PRUTEKSION LINA'LA GUAHAN

EDDIE BAZA CALVO
GOVERNOR OF GUAM

RAY TENORIO
LT. GOVERNOR OF GUAM

17-3304 MARINER AVENUE TIYAN, BARRIGADA, GUAM 96913-1617

FIND US ONLINE AT EPA.GUAM.GOV

CERTIFICATE OF COST OR PRICING DATA FOR CONTRACT FOR SERVICES

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in §3101(a) of the Guam Procurement Regulations submitted, either actually or by specific identification in writing (See §3118(d)) to the Procurement Officer in support of RFP No. 2017-2200-001: Professional Services for the Development and Implementation of a Sustainable Materials Management Program to effectuate Guam EPA's permitting, compliance inspection, and enforcement authority of existing and new solid waste management (SWM) facilities and related activities, are accurate, complete, and current as of _____ (date)(month)(year)² This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the territory which are part of the proposal.

FIRM, BUSINESS, or PERSON _____

NAME _____

TITLE _____

DATE OF EXECUTION _____³

¹Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g., RFP No. _____).

²The effective date shall be a mutually determined date prior to, but as close to the date when price negotiations were concluded and the contract price was agreed to as possible. The responsibility of the offeror or contractor is not limited by the personal knowledge of the offeror's or contractor's negotiator if the offeror or contractor had information reasonably available at the time of agreement, showing that the negotiated price is not based on accurate, complete, and current data.

³This date should be as soon after the date when the price negotiations were concluded and the contract price was agreed to as practical.

APPENDIX II

IDENTIFICATION OF AUTHOR OF SPECIFICATIONS

In accordance with 5 GCA §5267, the Scope of Services, in its entirety, was prepared by the individuals and resources listed below.

Authors:

A. Guam Environmental Protection Agency (Scope of Services and RFP)

1. Conchita SN Taitano, Air and Land Programs Division Administrator (Primary)
2. Laura R. Kanai, Environmental Health Specialist. Guam EPA (Secondary)
3. Sabrina Cruz-Sablan, Special Projects Coordinator
4. Glenn V. San Nicolas, Environmental Health Specialist

B. United States Environmental Protection Agency, Region IX (Scope of Services ONLY)

1. Timonie Hood, Environmental Protection Specialist (Recycling). USEPA, Region IX. (Consultative Technical Resource)
2. Karen Ueno, Environmental Protection Specialist (Solid Waste). USEPA, Region IX. (Consultative Technical Resource)

Resources:

- A. Title 10 Guam Code Annotated, Chapter 51
- B. Guam Integrated Solid Waste Management Plan (2006)
- C. Guam Zero Waste Plan (2013)
- D. Public Law 33-136
- E. Public Law 33-185